


JPA File No.: 04-027
Amendment No. One (1)
AG Contract No.: KR04-0355TRN
Project: Electrical Maintenance
Section: Within Bullhead City Limits on
SR 68 & SR 95
TRACS No.: N/A
Budget Source Item No.: N/A

NO. 26937
Filed with the Secretary of State
Date Filed: 4.4.08


Secretary of State

By: 

**AMENDMENT NO. ONE (1)
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into this date April 4, 2008, Amendment No. One (1) to JPA No. 04-027, A.G. Contract No.: KR04-0355TRN, filed with the Secretary of State under No. 26937, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

THE PURPOSE OF THIS AMENDMENT is to clarify maintenance responsibilities, including to incorporate emergency vehicle pre-emptive (EVP) equipment maintenance responsibilities. This amendment will supersede the prior EVP JPA No. 00-115, A.G. Contract No. KR00-1433TRN, filed with the Secretary of State under No. 24378 December 18, 2000, attached hereto by reference. This Amendment 1 will also remove the use of an Exhibit listing locations unless respective responsibilities change.

Article I. Paragraph 3 is amended in full as follows:

Design and construction of the State Highway System within the City has created the need to assign maintenance responsibilities between the City and the State for Electrical Facilities, located at the intersections of City streets and the State Highway System and along State Highway frontage roads. Electrical Facilities include Traffic Signal Systems, Street and Sign Lighting and associated equipment. Maintenance activities include the timing, operation and maintenance of traffic signals, and the operation and maintenance of highway lighting. Locations include the intersections along State Route 68 (SR 68) and State Route 95 (SR 95) within City jurisdiction.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

II. DEFINITIONS

Article II. Paragraph 13 is deleted in full.

III. SCOPE OF WORK

1. The City will:

Article III. Paragraph 1.a 1.b and 1.c are amended as follows :

a. Be responsible for all electrical energy costs and payments to operate the Electrical Facilities and associated Electrical Equipment for all signals under this Agreement.

b. Provide and install the EVP equipment at City-desired signal locations, all at City expense, and upon approval by the Regional Traffic Engineer.

c. Provide the State maintenance personnel equipment-manufacturer, certified training in all applicable aspects of the installation, operation and maintenance of the EVP systems. Provide the State all required systems testing equipment, sufficient bench stock parts, and one signal emitter for testing the systems, all at no cost to the State. Maintain a reasonable inventory of replacement parts necessary for repair of all EVP equipment.

Article III. Paragraphs 1.d and 1.f are added in full as follows:

d. Upon completion, approve and accept the EVP systems installation on behalf of the Parties hereto.

e. Continue to operate, maintain and pay for the electrical lighting under this Agreement, except for the Power Company lighting attached to the State's signal poles.

2. The State will:

Article III, Paragraph 2.b is amended as follows:

b. Provide maintenance and operation, except for electrical service, for all Electrical Facilities included with the traffic signals and attached lighting under this Agreement. The exception is Power Company lighting attached to State signal poles, which are not maintained under this Agreement.

Article III, Paragraphs 2.c and 2.d are added in full as follows:

c. Inspect and approve the installation of the EVP equipment.

d. Upon completion and acceptance of the signal preemption installations by the City, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter, provide maintenance to the preemption systems.

Article III, Paragraph 3.a is amended as follows:

a. Any future installations at new intersections, or significant additions to existing intersections or betterment of Electrical Facilities and/or Associated Equipment governed by this Agreement, upon agreement of both Parties, shall be governed by this Agreement. Should responsibilities change, an amendment will be initiated.

IV. MISCELLANEOUS PROVISIONS**Article IV, Paragraphs 1 and 9 are amended as follows:**

1. The terms, conditions and provisions of this agreement shall remain in full force and effect; provided, however, that any provisions in this Agreement for electrical power and maintenance shall be perpetual, unless assumed by another governmental entity.

9. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

Article IV, Paragraph 10 is added in full as follows:

10. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

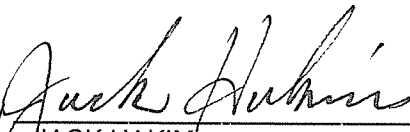
V. EXHIBITS**Article V, Paragraph a is deleted in full.**

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

CITY OF BULLHEAD CITY**STATE OF ARIZONA**

Department of Transportation

By 

JACK HAKIM
Mayor

By 

DOUGLAS A. FORSTIE
Deputy State Engineer, Operations

ATTEST:

By 

DIANE HEILMANN
City Clerk

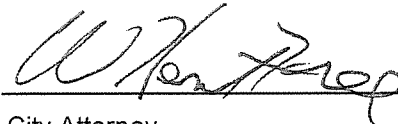
04-027-BHC-Amend 1-14June2006-slc-rev 25 January 007-cc
Revised Amend. 1 6/18/07 ghc

ATTORNEY APPROVAL FORM FOR THE CITY OF BULLHEAD CITY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF BULLHEAD, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5th day of march, 2008.



City Attorney

RESOLUTION NO. 2008R- 09

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD CITY, AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE IGA WHICH CLARIFIES MAINTENANCE RESPONSIBILITIES OF ELECTRICAL FACILITIES ALONG STATE HIGHWAY 95 WITHIN THE CITY LIMITS

WHEREAS, it is in the best interest for the safety and benefit of the motoring public to assign maintenance responsibilities between the City of Bullhead City and the Arizona Department of Transportation relating to traffic lights located along State Highway 95 within the City limits; and

WHEREAS, the City of Bullhead City desires to amend Intergovernmental Agreement No. JPA 04-027 with the State of Arizona, Department of Transportation by entering into Amendment No. One to clarify responsibility for maintenance of electrical facilities as set forth in the Intergovernmental Agreement, including to incorporate emergency vehicle pre-emptive (EVP) equipment maintenance responsibilities; and

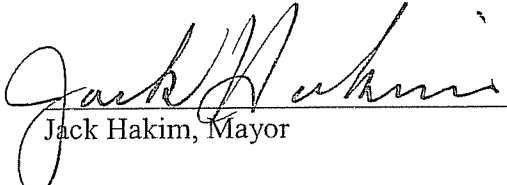
WHEREAS, Amendment No. One will supersede prior EVP JPA No. 00-115, A.G. Contract No. KR00-1433TRN filed with the Secretary of State December 18, 2000, and will remove the use of an Exhibit listing locations unless respective responsibilities change; and

WHEREAS, all other terms and conditions of the original Agreement not amended in Amendment No. One remain in full force and effect; and

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §48-572, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §28-401.

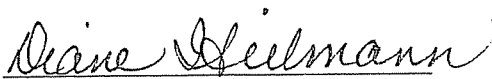
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and the Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute Amendment No. One on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 4th day of March, 2008.



Jack Hakim, Mayor

ATTEST:

APPROVED AS TO FORM:


Diane Heilmann, City Clerk


W. Kent Foree, City Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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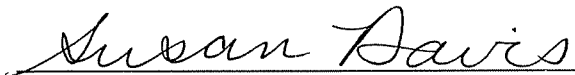
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0355TRN (JPA 04-027, Amendment No. One), an Agreement between public agencies, i.e., The State of Arizona and The City of Bullhead City, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 31, 2008

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:176684
Attachment